

AGREEMENT
By and between

CITY OF EDMONDS, WASHINGTON

and the

EDMONDS POLICE OFFICERS' ASSOCIATION (Representing the
Law Enforcement Support Service Employees)

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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THIS AGREEMENT is by and between the CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and the EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association.

ARTICLE I. RECOGNITION, ASSOCIATION MEMBERSHIP & PAYROLL DEDUCTION

- 1.1** **Recognition**-The Employer recognizes the Association as the sole Collective Bargaining representative for all Employees within the Bargaining Unit as specified in **APPENDIX "A."**
- 1.2** **Association Membership**- It shall be a condition of employment that all Employees of the Employer who are members of the Association in good standing until effective date of this Agreement shall remain members in good standing or pay an agency fee and those who are not members on the effective date of this Agreement, shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Association or pay an agency fee.
- 1.2.1** In accordance with **RCW 41.56.122** Employees who for bona fide religious tenets or teachings of a church or religious body are forbidden from joining a Union/Association as may be determined by the Public Employment Relations Commission (PERC) shall contribute an amount equivalent to regular Union/Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the affected Employee and the Association to which such Employee would otherwise pay the regular monthly dues. If the Employee and Association are unable to agree, the Public Employment Relations Commission shall designate the charity. The Employee shall furnish written proof to the Association and the Employer that such payment has been made.
- 1.3** **Payroll Deduct** - The Employer shall deduct from the pay of all Employees the dues of the Association and shall remit to said Association all such deductions monthly, except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll. Where laws require written authorization by the Employee, the same shall be furnished in the form required. No deduction shall be made which applicable law prohibits. The Association shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Association. The Association shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.
- 1.4** **Association Notification** - Within fifteen (15) days from the date of hire of a new Employee, the Employer shall forward to the Association the name and address and social security number of the new Employee. The Employer shall promptly notify the Association of all Employees leaving its employment.

ARTICLE II. GENDER

- 2.1** Wherever the words Employee or Employees are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE III. ASSOCIATION RIGHTS

3.1 Association Officials Time-Off - An Association Official who is an Employee in the Bargaining Unit (Association Board Officer, Negotiation Team Member and/or Shop Steward as appropriate to the specific activity) shall be granted a reasonable amount of release time if on duty while actually conducting contract negotiations, contract administration or discipline representation with the Employer on behalf of the Employees in the Bargaining Unit or actually engaged in preparatory meetings for said activities with the Employee. This does not include research and other preparation activities not specifically enumerated and provided:

- o They notify the Employer at least forty-eight (48) hours prior to the time-off,
- o The Employer is able to properly staff the Employee's job duties during the time-off,
- o And the wage cost to the Employer is no greater than the cost that would have been incurred had the Association Official not taken time-off.

When Association activities, as enumerated above, must be scheduled during an Association Official's off duty hours, adjustments shall be made to the Official's regular schedule on an hour for hour (straight time) basis.

3.2 Association Investigation and Visitation Privileges - The Business Representative of the Association, with the permission of the Department Head or designee, may visit the work location of Employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit activities during such investigations to matters relating to this Agreement; provided however; the labor representative shall not interfere with the operation or normal routine of any department.

3.3 Bulletin Board - The Employer shall provide suitable space for a bulletin board to be used exclusively by the Association.

3.4 Use of Equipment - Bargaining Unit Officials may make occasional but limited use of City owned/operated communication resources (telephone, facsimile, voice mail, electronic mail, copier, computer) for communications; specifically, incidental or minimal use is permitted. Incidental or minimal use is that which is both brief in duration and accumulation and does not interfere with or impact the conduct of official City business due to volume, frequency or impedes Employee's performance of their official duties. In no event will the Association use the City communications resources for internal Association business beyond that permitted for minimal use or for any political use.

The Association will supply one (1) box/case of paper of a similar type and quality as used by the City on an annual basis to the City.

ARTICLE IV. HOURS OF WORK, OVERTIME AND CALLBACK

4.1 The workweek shall be comprised of four (4) or more consecutive equal days ON duty and two (2) or more consecutive days OFF duty. The sum total of time worked shall not exceed forty (40) hours per week based on an annual average. The Association and the City may mutually agree to reopen **Article IV, Section 4.1**, for the purpose of negotiating a departure from the status quo on shift hours and days on/days off rotation during the term of this Collective Bargaining Agreement.

4.1.1 The policy of bidding for shift assignments on a seniority basis by rank or within classification shall be recognized, provided seniority may be disregarded for good cause by the Employer.

Shift bids for the following year **open on September 1** and **close** on or about **October 1** and shall be open for thirty (30) days. Employees shall be **notified** of the result of the bid on or about **October 15**. Bid results may be subject to change due to events such as promotion, resignation or other good cause. For the purpose of this article, "on or about" means not to exceed three (3) days.

4.1.2 A workday shall normally include the following based on shift hours:

Shifts of 8 hours: One (1) thirty (30) minute meal period, two (2) fifteen (15) minute rest periods

Shifts of 10 hours: One (1) forty five (45) minute meal period, two (2) fifteen (15) minute rest periods

4.2 **Overtime** - Overtime shall be that time worked in excess of the scheduled hours of work which shall be compensated at the rate of one and one-half (1.5) times the Employee's regular straight-time hourly rate of pay.

4.2.1 All approved overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

4.3 **Call Back-** The Employee is considered to be on paid status upon being ordered back to work (i.e. notification of a call out) and off paid status when leaving the police facility or other Employer designated work site. In the case of pre-scheduled meetings, court appearances and other scheduled events, paid status commences at the time scheduled for the event and ends when the event is over but at no time less than the three (3) hour minimum as described later in this Section.

Employees ordered to report back to duty after going home after their regular shift, or ordered to report back to work on their day off, including time required to be spent in court, either as a witness or in assistance on another officer's case, or in attendance at department meetings shall be guaranteed three (3) hours at the rate of one and one-half (1.5) times the Employee's regular straight time hourly rate of pay. In the event an Employee is not notified by 12:00 noon forty eight (48) hours prior to a scheduled or subpoenaed Court appearance on a regularly scheduled day off that such an appearance is not necessary, the Employee shall be guaranteed two and one-half (2.5) hours at the Employee's regular straight time hourly rate of pay.

4.4 **Required Training-** On-duty training will be compensated at the Employee's regular rate of pay with shift adjustments allowed as necessary and agreed upon by the Supervisor and Employee. Off duty required training shall be paid with compensatory time off or paid at the time and one-half (1.5) rate with three (3) hour minimum.

4.4.1 **Training While On-Duty** - If scheduled training occurs while on duty and consists of eight (8) hours or more; the hours of training shall constitute an entire workday, regardless of the Employee's hours of duty.

While attending training on duty and the hours of instruction are less than eight (8) hours due to circumstances such as the instructor releasing the class early from training, the Employee has the option of returning to work or using leave time of their choice to fulfill their training obligations.

Scenarios:

- Employee attends training that is scheduled for eight (8) hours or more. The training ends early, possibly in seven (7) hours. The Employee must use "leave time" of their choice to complete an eight (8) hour period.
- An Employee attends training that is scheduled for less than eight (8) hours. The Employee shall return to duty to complete their obligation to their obligated shift hours of duty.

- 4.5** **Shift Premium** - Employees who are assigned to work a regular shift that includes hours between 1900 and 0600 hours, (the "Premium Period") shall receive a shift premium of five percent (5%) of the hourly wage, in addition to their hourly rate of pay. The shift premium shall apply to all hours worked as part of an assigned, regular shift that includes hours within the Premium Period. Employees who elect, but are not assigned, to work regular shifts that include hours within the Premium Period will not receive a shift premium for such shifts. Employees assigned to a shift that is eligible for the shift premium will receive the shift premium for any overtime hours attached to their shift that fall within the Premium Period, but will not receive the shift premium for overtime hours falling outside the Premium Period. Employees whose regular shifts do not include hours within the Premium Period will not receive the shift premium for overtime hours or overtime shifts worked within the Premium Period.
- o e. g: Employee works a regular shift from 1800 to 0600 hours. They will receive the shift premium for all twelve (12) hours. If the Employee works three (3) hours overtime from 0600 to 0900 hours, they would not receive the shift premium for the overtime hours.
 - o Employee works a regular shift from 1500 to 0300 hours. The Employee works two (2) hours overtime from 0300 to 0500 hours. The Employee will receive the shift premium for all twelve (12) hours of their regular shift and will also receive the shift premium for the two (2) overtime hours.
 - o Employee normally works a regular shift between 0700 and 1700 hours. The Employee elects to change the work schedule one (1) day to work 1200 to 2200 hours to accommodate an assignment/meeting. The Employee would not receive the shift premium.
 - o Employee elects or is mandated to work an overtime shift between 1800 and 0600 hours. The Employee would receive overtime pay, but would not receive the shift premium.
- 4.6** Employees shall receive overtime for all shifts rescheduled with less than fourteen (14) days' notice except where there is a bona fide emergency. The fourteen (14) day notification and the one and one half (1.5) times regular straight time hourly rate of pay requirement may be waived by the Association on behalf of the Employee.
- 4.7** Requests to schedule Compensatory or Holiday time shall be made not less than **fourteen (14)** days in advance of the requested date, provided, however, that compensatory time may be scheduled with less than **fourteen (14)** days' notice only when the request would not require the Employer to call another Employee to work in order to meet minimum staffing requirement, provided further that an Employee requesting compensatory time with less than **fourteen (14)** days' notice shall be allowed the time off if the Employee arranges for a volunteer replacement. Whether the substitute Employee works at the request of the Employer or at the request of another Employee, overtime will be paid. Accumulation of compensatory time shall be limited to a maximum accrual of **eighty (80)** hours at any one time. Any hours accrued in excess of the maximum shall be paid to the Employee at the next regularly scheduled pay period. It will be the responsibility of the Employee to provide as much notification as possible. Requests submitted less than **eight (8)** hours prior to the start of a shift, may be denied by a Supervisor. While actually at work, an Employee will be granted a request to leave early if the staffing levels are met and work load allows.
- 4.8** **Job Share**
- 4.8.1** **Definition and Implementation-** A job share position is defined as a full-time budgeted position, which is occupied by two (2) part-time Employees. Job sharing shall be implemented, only upon the approval of the Chief of Police or designee.

- 4.8.2 Schedule**- Employees will share a full-time position on an agreed upon work schedule, which is convenient to the Employer and the Employees. Examples of schedules that might be used are:
- o One Employee works two (2) ten (10) hour days and one (1) five (5) hour day and the other Employee works one (1) ten (10) hour day and one (1) five (5) hour day;
 - o One Employee works three (3) five (5) hour days and one (1) ten (10) hour day and the other Employee works three (3) five (5) hour days;
 - o Each Employee works five (5) hours per day;
 - o Each Employee works forty (40) hours in alternating weeks.
- 4.8.3 Coordination**- The Employees will be expected to coordinate with each other so that the responsibilities of the position and the level of required productivity are not adversely affected.
- 4.8.4 Compensation**- Each employee will be paid the hourly rate of pay of the established salary for the position. Due to seniority, two (2) Employees may be paid at different steps in the salary grade, however. Whenever one (1) Employee works during vacation, sick leave or other absence of the second Employee, the working Employee will receive additional compensation at the regular rate of pay for excess hours worked up to forty (40) hours in one (1) week. Any hours worked beyond forty (40) in one (1) week will be compensated at time and one-half (1.5).
- 4.8.5 Benefits** – Each Employee will be entitled to the following benefits:
- o Vacation, Sick Leave, Holidays and Uniform Allowance on a pro-rated basis;
 - o Medical, Dental and Vision insurance with the Employer share of the premium pro-rated;
 - o Life Insurance and Short-term Disability paid for in full by the Employer;
 - o Participation in other Employee programs, including but not limited to the Employee Suggestion Program, Perfect Attendance Award, Wellness Program, and Employee Assistance Program.
- 4.8.6 Termination of Job-Share Position**- Should either job share participant leave, the remaining participant will revert back to full-time status until such time as a suitable replacement can be employed. In addition, the Employer reserves the right to discontinue the job share position at any time for legitimate operational reasons.
- 4.8.7 First Right of Refusal on an Open Full-Time Position**- Should a job share participant wish to return to full time status and a full time position is then available, the job share participant shall have first right of refusal to the full time position.

ARTICLE V. PROBATION SENIORITY AND LAYOFFS

- 5.1 Probation Period** – Non-Commissioned Employees and Employees with Special Commissions shall be subject to a twelve (12) month probation period commencing with their first date of regular employment in a position within the Bargaining Unit. Any probationary period shall be extended automatically for the number of work days equal to the number of work days an Employee was absent in excess of ten (10) work days during the probationary period. Discharge of an Employee during this probation period shall not be subject to **Section 15.1**.

- 5.2** "Seniority" shall be defined as total length of service in the Bargaining Unit computed from the Employee's most recent first compensated day of regular employment within the Bargaining Unit, excluding the portion of extended leave of absence in excess of thirty (30) days and excluding periods of layoff less than twelve (12) months.
- 5.2.1** "Seniority by Rank" as used in this Agreement shall accrue from the effective date of promotion to the Employee's current rank.
- 5.3** The Employer shall provide the Association with a list of all current Employees of the Bargaining Unit with their respective seniority dates on July 1st of each year and shall post a copy of same on the Association bulletin board.
- 5.3.1** An Employee shall lose all seniority in the event of discharge or voluntary termination or layoff in excess of twelve (12) months.
- 5.4** **Layoffs-** Positions within the Bargaining Unit shall be assigned to "work units" as follows:

Police Services: Police Services Assistant

Animal Control/Ordinance Enforcement: Senior Animal Control/Ordinance Enforcement Officer,
Animal Control/Ordinance Enforcement Officer

Crime Prevention: Crime Prevention Coordinator

Property: Property Officer

In the event of a layoff involving any of these work units, Employees will be laid off by reverse order of seniority within the affected work unit (as contrasted with seniority as defined in **Section 5.2**).

An Employee designated for layoff who held a position in another work unit within the previous two (2) years, who had a documented satisfactory work history in that prior position and who continues to meet the minimum qualifications for the prior position, may displace an Employee occupying the prior position who has less seniority as defined in **Section 5.2**; provided that upon mutual agreement between the Chief of Police or designee and the Association, the two (2) year limitation in this Section may be waived. An Employee returning to a prior position under this Section will serve a six (6) month probationary period.

- o e. g: An Employee is facing layoff from the Animal Control/Ordinance Enforcement unit. That same Employee had previously held a position within the Police Services unit within the past two (2) years, had a history of satisfactory performance in that position and continues to meet the minimum qualifications for the position. The Employee designated for layoff may displace an Employee in Police Services who has less seniority as defined in **Section 5.2**.

ARTICLE VI. WAGES

- 6.1** The classification of work and the corresponding rates of pay covered by this Agreement shall be as set forth in **APPENDIX "A"** which by this reference shall be incorporated herein as if set forth in full.

ARTICLE VII. HOLIDAYS

7.1 The following days shall be considered holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Memorial Day	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Friday following Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

7.1.1 All Employees shall be paid for all such holidays regardless upon which day in the week the holiday shall fall. Each day consists of **ten (10)** hours. This pay shall be in the form of a holiday bank equal to **one hundred and ten (110)** hours. If any work is performed by such Employee on such holiday, additional compensation at the overtime rate shall be paid, in addition to the day off at a later date. No Employee shall be called to work on such a holiday for less than a minimum call-out time and rate. Employees scheduled to work Monday through Friday 8 hour days, Monday through Thursday 10 hour days, or Tuesday through Friday 10 hour days shall observe holidays which fall upon a Saturday on the proceeding scheduled Friday workday and any holidays which fall upon a Sunday on the following scheduled Monday workday. If a holiday occurs during an Employee's vacation, the Employee shall receive the holiday on a later mutually scheduled date. Employees may use only the holiday hours accrued for the holidays up to an including the date that the employee wishes to use the leave. When employees terminate employment mid-year, they will be paid only for unused holiday hours that have occurred prior to their termination.

7.2 On or before December 1st of each calendar year, all unused and unscheduled "Holiday" hours, up to and including **eighty eight (88)** hours shall be repurchased by the Employer at the Employee's regular straight time hourly rate of pay. This repurchase will be in the form of a separate check, and not direct deposit. **Employees are responsible for monitoring their "Holiday" hour balances and planning use of "Holiday" hours to avoid "use it or lose it" scenarios.** Any hours in excess of eighty eight (88) shall be scheduled by the Employee prior to **October 31st** of each calendar year. Any scheduled but remaining unused holiday hours still in the employee's bank on December 31 of each year shall be forfeited without any additional compensation. However, if the employer requires an employee to cancel a prescheduled holiday off during November or December, upon written approval of the Division's Assistant Chief, the holiday may be carried over to be used within 60 days of the new calendar year.

ARTICLE VIII. VACATIONS

8.1 All regular full-time Employees shall receive vacation with full pay annually in accordance with the following:

YEARS OF EMPLOYMENT

HOURS OF VACATION

After first 6 months -	48 hours
Second 6 months	40 hours
2 through 4 years	96 hours
5 through 10 years	136 hours

11 through 15 years	176 hours
16 through 19 years	188 hours
20 through 24 years	200 hours
25 years	216 hours

- 8.1.1** For the purpose of this article, the term employment shall include any full time employment with the City of Edmonds.
- 8.2** In the event of termination of employment, the Employee shall be given proportionate vacations earned in the current year, together with any unused earned vacations for, the preceding calendar year before being separated from the payroll.
- 8.3** The maximum vacation leave carry-over from one calendar year to the next shall be limited to two (2) years' worth of accumulated leave at the Employee's current accrual rate. An Employee who has reached the maximum accrual level may continue to accrue vacation until December 31st at which time any vacation accrued in addition to the maximum carry-over will be forfeited, provided that the maximum accrual subject to cash-out upon separation shall be four hundred and thirty two (432) hours, provided further that this limitation shall not apply when the separation is caused by unanticipated events such as death, disability, illness, involuntary discharge or similar circumstances. **Employees are responsible for monitoring their vacation balances and planning vacation to avoid "use it or lose it" scenarios.** Where the Employee has failed to appropriately manage their vacation balances, the Employer need not incur overtime to avoid forfeiture
- 8.4** In the event scheduling in Superior Court necessitates the appearance of an Employee during the Employee's previously scheduled vacation time, that Employee shall be offered the opportunity of rescheduling the Employee's vacation at a time mutually convenient to the Employee and the Employer as determined by the Chief of Police. Once vacation has been approved and the affected Employee has incurred nonrefundable or unusable expenses in planning for the same, the Employee shall be reimbursed by the City for those expenses. Upon request, the Employee shall assign any tickets or other benefits to the City for which reimbursement is made. Any Employee called back to duty for any reason once the vacation has begun shall be reimbursed for round trip transportation costs involved in returning for duty. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved IRS rate. For the purposes of this section "vacation" shall include leave of absence, bereavement leave or compensatory time off, including regularly scheduled days off, immediately preceding or following any of the aforementioned time off.
- 8.5** In order to make provisions for timely vacation schedules, all Employees shall bid for vacations for the coming year by November 30. Preference in bidding for vacation scheduling and extra days off shall be administered in accordance with seniority. Employees shall be advised of the bid results no later than January 1. **After January 1**, vacation bidding shall be first come, first served basis for the remainder of the year. Employees who request a position transfer may be subject to losing their previously bid time.

ARTICLE IX. LEAVES

- 9.1** **Sick Leave-** Employees shall receive sick leave accruals under **Section 10.8**, including a **one thousand (1,000)** hour maximum accrual, accrued at the rate of **nine (9)** hours per month. Sick leave accrued but not taken from **one (1)** hour to **four hundred (400)** hours shall be converted to pay at the Employee's regular rate of pay in effect at the date of termination and on the basis of the following schedule:

With two (2) week notice -	Honorable voluntary quit	- 25% of hours accrued.
	Termination by City Layoff	- 25% of hours accrued.
	Retirement	-50% of hours accrued.

Sick leave accrued but not taken from **four hundred one (401)** hours to **eight hundred (800)** hours shall be converted to pay, upon honorable termination of any nature, for **fifty percent (50%)** of hours accrued at the Employee's regular rate of pay in effect at the date of termination. At the Employee's option, sick leave accrued but not taken from **four hundred one (401)** hours to **eight hundred (800)** hours may be converted to vacation time, on the basis of one (1) hour for every two (2) hours accrued or fifty percent (50%), to be used prior to the Employee's termination date. At such time as the employee elects to convert hours 401-800, the employee will no longer be entitled to accrue sick leave. Hours accrued from eight hundred one (801) hours to one thousand (1,000) hours are not eligible for compensation or conversion.

Retirement is defined as being eligible to receive PERS benefits at the time of termination. Employees who terminate based on a disability may elect to either receive one hundred percent (100%) of the unused sick leave balance or remain in a pay status until the sick leave is exhausted.

9.1.1 In the event of death of the Employee, payment for all unused sick leave shall be made to the surviving spouse or domestic partner or to Employee's estate if there is no spouse or domestic partner, at this regular straight-time hourly rate of pay.

9.2 An Employee eligible for sick leave with pay shall be granted such leave for:

- Personal illness or physical incapacity resulting from a cause beyond the Employee's control;
- Forced quarantine of the Employee;
- The death of a member of the Employee's immediate family, as defined in **10.6** and
- Illness of a member of the Employee's immediate family, as defined in **10.6**.

At their election, Employees may use other accrued paid leave in place of or in addition to sick leave for any of the purposes described above.

9.2.1 In the event an Employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Workers' Compensation Act, or similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or Act by such Employee and the Employee's regular rate of compensation that the Employee would have received from the Employer if able to work in accordance with applicable City policies. The foregoing payment by the Employer shall be limited to the period of time that such Employee has accumulated sick leave credits as specified herein.

9.2.2 Sick leave may be used for medical, dental, or ocular appointments, when absence during working hours for this purpose is authorized in advance by the Department Head, provided that the Employee must make a reasonable effort to schedule such appointments at times which have the least interference with the workday. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the Employee's sick leave account shall be one (1) hour.

9.3 The certificate of a physician and/or written report concerning the need for the sick leave may be required by the Employer when an Employee is absent for a period in excess of three days or based upon an individualized suspicion of sick leave abuse and if so required shall be supplied by the

Employee in order to qualify for sick leave with pay.

9.4 **Leaves of Absence-** Leaves of Absence may be granted to the Employees by the Employer with the approval of the Chief of Police said absence to be for the benefit of the Employer and/or police education, preserving seniority status provided adequate provision can be made for replacement of the absent Employee during the Employee's absence. Seniority shall not accrue during any leave of absence.

9.5 **Jury Leave** - An Employee who is required to serve on a jury or as a result of official police department duties is required to appear before a Court, Legislative Committee or Quasi-judicial body as a witness in response to a subpoena or other legally binding directive, shall be permitted authorized leave with pay The Employee shall sign over to the Employer compensation received from the Courts for jury duty and remain on full paid status.

9.6 **Bereavement Leave-** An Employee shall be granted up to three (3) days leave with pay in the event of the death of any member of the immediate family.

Additional bereavement leave not to exceed three (3) days may be granted by the Mayor should travel or other unusual circumstances require the additional time. This additional leave shall be deducted and paid from the Employee's accrued sick leave.

Immediate family defined as:

- o Spouse or domestic partner and children, including step children of the Employee;
- o Mother, Father, Brother, sister of the Employee or spouse or domestic partner;
- o Grandparents of the Employee or spouse or domestic partner;
- o Grandchildren

9.7 **Sick Leave Incentive Bonus-** Unless otherwise specified in the labor agreement, Employees, who maintain a good attendance record, shall be eligible for the following Sick Leave Incentive Plan:

<u>Days of Sick Leave Used during the Year</u>	<u>Hours of Vacation Leave Earned</u>
0	24
1	16
2	8
3 or more	0

This Sick Leave Incentive Plan excludes sick leave used for on duty injury involving an approved Washington State Labor and Industries (L & I) claim against the City or leave taken pursuant to Family Medical Leave Act (FLMA). The hours earned and used will be pro-rated to the nearest full hour. For the purposes of this section, day is defined as a work day under the Employee's present work schedule.

In the event of death of the Employee, payment for all unused sick leave up to eight hundred (800) hours shall be made to the surviving spouse or domestic partner or to the Employee's estate if there is no spouse or domestic partner, at the Employee's regular straight-time hourly rate of pay.

9.8 Employees will accrue sick leave at the rate of **nine (9)** hours per month commencing with the date of hire.

- 9.8.1** In the event of significant job related injury or illness to the Employee which is approved as a claim by Washington State Labor and Industries (L&I), the Employee may at the Employee's option:
- o Be placed on unpaid leave status and accept the L&I Time Loss Compensation checks,
 - o Be placed on paid sick leave status (using accrued sick leave or if insufficient sick leave, then other paid leave shall be utilized) and sign the L&I Time Loss Compensation checks over to the City. The City would then "buy-back" and reimburse the Employee's sick leave bank.
- 9.9** **Light-Duty** – In the event an Employee suffers an illness or injury that prevents the Employee from performing their full range of duties for a period in excess of two (2) weeks, light-duty shall be assigned as authorized by the treating doctor pursuant to the terms outlined in **Article 10.9.3**.
- 9.9.1** **Work Assignments-** Light-duty status shall include work assignments within the Police Department that the Employee is released to perform by the Employee's treating doctor until a full release for return to work is authorized.
- 9.9.2** **Rate of Pay/Required Duty-** Employees assigned light-duty status shall be paid at one hundred percent (100%) of their normal rate of pay. Employees shall work a forty (40) hour workweek schedule as determined by the Employer. Employees may work less than 40 hours per week (including partial days) if so ordered by the treating doctor.
- 9.9.3** **Requested Duty-** An Employee with a favorable prognosis for return to full duty by the treating doctor will be assigned light-duty for a maximum period of **three hundred thirty six (336)** hours unless the Employee is earlier able to resume a full range of duties. The **three hundred thirty six (336)** hour period includes both full days and partial days on a prorated basis when required by the treating doctor. Such period may be extended upon mutual written agreement of the Employer and the Association on behalf of the Employee when the medical prognosis of the Employee being able to return to full Employment within a reasonable period of time is received by the Employer.
- 9.9.4** **Medical Reinstatement List & Effective Life of List** -Names on Civil Service Commission's (CSC) Medical Reinstatement List for a class of Employee shall be in order of separation to be established by the Commission. Names of Employees on the Medical Reinstatement List shall be carried **two (2)** years from the Employees last date of employment.

ARTICLE X. INSURANCE

- 10.1** **Coverage-** The Employer shall make available to eligible regular full time Employees and their eligible spouses and dependents, an insurance program that includes medical, dental, vision insurance and employee assistance plan (EAP) benefit. For the purposes of this article, spouse also includes "registered domestic partner" as defined under Washington state law. This insurance program includes the following:
- Medical Insurance** – Employee shall choose between the Medical insurance plans offered by the City of Edmonds in accordance with the provisions of this Agreement.
 - Dental Insurance** - Dental insurance is provided through the AWC Washington Dental Service Plan F with Option III (Orthodontia).
 - Vision Insurance** - Vision insurance is provided through AWC Vision Service Plan (\$10.00 deductible).
 - EAP Plan** -The Employee Assistance Program is currently provided through UHC.

- 10.1.1** The Employer shall pay the costs necessary to provide health, vision, life, dental and disability insurance plans specified in this agreement for all employees in the bargaining unit. The selection of a different/new provider shall be at the sole discretion of the Employer, provided that the benefit levels shall be substantially the same as those benefit levels in effect as of the signing of this agreement. In the event that the Employer receives notice of the termination of any plan specified in this agreement, the Employer will promptly notify the Association and the parties shall commence negotiation regarding replacement coverage and cost.

The parties mutually recognize that they have less than a complete satisfaction with the current health plan offerings. They have discussed potential alternative coverage but that work has not yet been completed. The Association and its members, despite their dissatisfaction with the current provider, have a strong interest in ensuring that good coverage remains in effect. To do this, the parties recognize a mutual interest in surveying other possible plan offerings and they are unable to complete this process in time for the execution of this 2014-2016 CBA. So, to accommodate these interests, the parties agree that the City will continue its efforts to identify alternative carriers. In the event the City locates a carrier that can provide coverage equal to or better than the current level of coverage, the City is allowed to present that information to the Association and, subject to the explicit requirement that the alternative plan would be as a whole equal to or better than the current plan, the parties would reopen the contract in the Fall of 2014 to discuss implementation of the alternative coverage to begin in 2015. This reopener would only be triggered by the identification and presentation of such a similar or better plan and no reopener would be triggered in the event the plan were as a whole of a reduced nature. Furthermore, the scope of the reopener would only be to discuss the plan specifications, implementation and other related topics; the reopener would in no way involve the current respective employer/employee premium contributions, which would remain as identified in this Article for the balance of the CBA.

- 10.2** The Employer shall pay one hundred percent (100%) of those premiums necessary to maintain the existing level of hospital and medical care, dental care, orthodontic care, vision care, life and disability insurance coverage for each Employee. The Employer shall pay ninety percent (90%) of those premiums necessary to maintain the existing level of hospital, medical care, dental care, and orthodontic care insurance coverage for each Employee's Dependents.
- 10.3** **Liability** - Liability insurance for Employees shall be provided by the Employer. The Employer shall provide legal counsel or reasonable attorney's fees for representation and defense of lawsuits and to hold Employees harmless from any expenses, connected with the defense, settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the Employee was acting in good faith in the performance or purported failure of performance of the Employees official duties or employment and provided further that the Employee was not engaging in criminal or malicious misconduct. A criminal conviction shall be deemed conclusive but not exclusive proof of criminal misconduct for the purposes of this section. If the City elects to pay reasonable attorney's fees hereafter, no claim for such payment may be made by an Employee prior to the conclusion of a criminal lawsuit.
- 10.4** If it is permissible under the Employer-provided health plan, Employees shall have the option to divert Dependent coverage applicable to that Employee to the Employee's own private health plan.
- 10.5** Upon execution of this agreement, the City will provide a one-time payment of \$500 to each represented employee to mitigate changes in the health care plans.
- 10.6** EPOA representatives will participate on the city-wide Health Benefits Committee to assist in selecting health care plans to be provided effective January 2013 on a city-wide basis.

ARTICLE XI. UNIFORMS ALLOWANCE AND OTHER EQUIPMENT

- 11.1** The employer shall provide the following uniform items to new Employees and replace any of the following items of any employee which in the reasonable opinion of the Employer require replacement:

Police Staff Assistants

Shirts (Polo); Short sleeve	3
Shirts (Flying Cross: short sleeve	3
Trousers	3 pair
Belt	1
Sweater or Vest	1
Shoes or boots	1 pair
Badge	1
Dept Insignia	2 pair
Shoulder Patches	4 pair

Property Officers

Shirts (Polo); Short sleeve	3
Shirts (Flying Cross: short sleeve	3
Shirts (Flying Cross); short sleeve	2
Turtleneck	1
Trousers	3 pair
Belt	1
Sweater or Vest	1
Shoes or boots	1 pair
Jacket	1
Department Insignia	2 pair
Shoulder Patches	4 pair
Hat	1
Evidence Tech call out uniform	1

Animal Control Officers

Shirts (Flying Cross); long sleeve light blue	3
Shirts (Flying Cross); short sleeve light blue	3
Turtleneck	2
Trousers	3 pair
Belt	1
Hat	1
Tie	1
Tie Bar	1
Department Insignia	2 pair
Shoulder Patches	7 pair
Shoes or boots	1 pair
Badges	1
Uniform Jacket	1
Uniform Rain Pants	1
Jump suit	1

Crime Prevention Officer

Shirts (Polo); short sleeve polo	3
Shirts (Flying Cross); long sleeve light blue	1
Shirts (Flying Cross); short sleeve light blue	2
Shirts (Flying Cross); long sleeve dress white 1 Turtleneck	1
Trousers	3
Badge	1
Sweater or Vest	1
Tie	1
Tie Bar	1
Shoes or boots	1
Department Insignia	2 pair
Shoulder Patches	4 pair

11.1.1 In an effort to clarify garments covered by this Section, only items used while during employment will be covered. Dry Cleaning/Laundry Service will be provided based on a weekly average as follows:

- o e. g. Four (4) items Dry Cleaned or,
- Two (2) items Dry Cleaned and four (4) items Laundered.

11.2 The Employee shall be held accountable for all uniform items and all other equipment so assigned to the Employee by the Employer. Loss or destruction of items of clothing or protective devices shall be replaced by the Employer where said loss was incurred as direct result of the performance of the Employee while on the job, or as the result of an occurrence not due to the Employee's wrongful act or willful negligence. Any uniform items or equipment assigned to an Employee which is lost or mutilated or requires replacement as a direct result of the Employee's wrongful act or willful negligence shall be replaced at the Employee's expense from a supplier designated by the Employer.

11.2.1 All items of clothing, protective devices, and equipment issued by the Employer to each Employee shall remain the property of the Employer.

11.3 No clothing allowance that remains in effect shall accrue during any period in excess of thirty (30) days in which the Employee is on approved disability, and if previously paid it shall be refunded by the Employee through payroll deduction on a pro rata basis.

ARTICLE XII. MISCELLANEOUS

12.1 Employees covered under this Agreement may at times and in some cases, may at all times perform some duties of a Supervisor. Nothing in this Agreement shall in any way interfere with carrying out their duties.

12.2 The Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.

12.2.1 The Employer has the authority to adopt rules for the operation of the Department and conduct of its Employees provided the adoption of such rules are not deemed to be a waiver of the Association's Collective Bargaining Rights.

- 12.1.2** The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements on municipal employment and the public interest.
- 12.1.3** Every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the Employee.
- 12.1.4** The Employer reserves the Right to discipline or discharge for cause. The Employer reserves the Right to lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer or where such continuation of work would be wasteful and unproductive.
- 12.1.5** The Employer shall have the Right to assign work and determine the duties of Employees; to schedule hours of work; to determine the number of personnel to be assigned at any time and to perform all other functions not limited by this Agreement.

ARTICLE XIII. NO STRIKE PROVISION

- 13.1** During the term of this Agreement, the Association and/or the Employees shall not cause or engage in any work stoppage, strike, slowdown or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the Employer.

ARTICLE XIV. DISCHARGE. REDUCTION OR DEPRIVATION OF PRIVILEGES

- 14.1** The tenure of Employees covered by this Agreement shall be only during good behavior and any such person may be removed or discharged, suspended without pay, demoted, or reduced in rank, or deprived of vacation privileges or other special privileges for cause.
- 14.2** The parties shall abide by the terms of the Employees "Bill of Rights" set forth in **APPENDIX "B"**. In the case of Special Commission Employee's, covered by this contract, the "Bill of Rights" set forth in **APPENDIX "B"** of the Commissioned Officers Contract will be utilized.
- 14.3** All Employees shall be covered by Civil Service Rules as stated below. An Employee may either "Grieve" discipline or discharge through **Article XVI** Grievance Procedure or "**Appeal**" through the Civil Service Commission (CSC) Rules applicable for such Appeal. The parties further agree all other provisions covered by the Civil Service Rules, including applications, examination, eligibility, and appointments, shall be administered by the Employer in accordance with Personnel Policy and Department regulations and standards. All Employees covered by this Agreement shall be "grandfathered" into the system.

ARTICLE XV. GRIEVANCE PROCEDURE

- 15.1** A Grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement. An Employee may either "**Grieve**" discipline or "**Appeal**" said discipline to the Civil Service Commission, provided that a Grievance shall not be processed if any Employee has previously filed a Civil Service Appeal over the same matter and provided further, that the subsequent filing of a Civil Service Appeal shall operate to withdraw a Grievance, previously filed over the same matter.
- 15.1.1** When an Employee has a Grievance it shall immediately be brought to the attention of the immediate Supervisor and the Employee and Supervisor shall attempt to settle the Grievance.

If the Grievance cannot be settled, the Employee shall state the Grievance **in writing** and present it to the Supervisor in accordance with the procedure set forth below.

15.1.2 An Employee and/or the Association may bring a Grievance at the appropriate step:

- o within **thirty (30)** days of the occurrence of an alleged Violation,
- or o within **thirty (30)** days,

of when the Employee and/or Association, by reasonable diligence, should have known of the occurrence of said Violation, provided that no remedy may be applied retroactively more than **sixty (60)** days prior to the actual filing of the Grievance.

15.1.3 The immediate Supervisor shall make every effort to resolve the Grievance:

- o within **twenty (20)** days.

Failure of the immediate Supervisor to resolve the Grievance:

- o within the **twenty (20)** day period,

shall permit the Employee and/or Association the Right to submit a written demand:

- o within **twenty (20)** days.

of the Supervisor's answer for resolution of the alleged Violation to the Chief of Police or designee. The Chief or designee shall either schedule a meeting with the Association to discuss the Grievance or respond to the Grievance:

- o within **twenty (20)** days.

If a meeting is scheduled, the Chief or designee shall be granted:

- o an additional **twenty (20)** days, from the

date of the meeting to respond.

15.1.4 Failure of the Chief of Police to resolve the Grievance (involving only issues that have a monetary penalty proposed), within the time lines outlined in **Section 16.1.3**, shall permit the Employee and/or Association the Right to submit a written demand:

- o within **twenty (20)** days,

of the Chiefs answer for resolution of the alleged Violation to the Mayor or designee. The Mayor or designee shall either schedule a meeting with the Association to discuss the Grievance or respond to the Grievance:

- o within **twenty (20)** days.

If a meeting is scheduled, the Mayor or designee shall be granted:

- o an additional **twenty (20)** days, from the

date of the meeting to respond.

- 15.1.5** If the Association is not satisfied with the City's response, it may submit a demand for Arbitration to the Employer in writing within thirty (30) days.
- 15.1.6** The Employer and the Association shall immediately thereafter select an Arbitrator to hear the dispute. If the Employer and the Association are not able to agree upon an Arbitrator within **ten (10)** days, after receipt by the Employer of the written demand for arbitration, the Association may request a list of **seven (7)** Arbitrators from the Federal Mediation and Conciliation Service. After receipt of same, the parties shall alternately strike the names of the Arbitrators until only one name remains who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The party to strike first shall be determined by a flip of a coin.
- 15.2** Nothing herein shall prevent an Employee from seeking assistance from the Association or the Association from furnishing such assistance at any stage of the Grievance procedure.
- 15.3** The expenses of the Arbitrator and the cost of any Hearing Room shall be borne equally by the parties. In all instances, attorney's fees shall be the responsibility of each individual party.
- 15.4** If either party fails to take the action required within the times provided herein, the party failing to act shall forfeit its Right to further protest the Grievance, denial of the Grievance or interim recommended solution provided that the time frames enumerated herein may be extended with the mutual written agreement of the parties.
- 15.5** Matters within the Jurisdiction of the Civil Service Commission (CSC) shall not be subject to this Grievance procedure unless they are covered by the specific terms and conditions of this Agreement, provided nothing herein constitutes a waiver of the Association's Right to bargain pursuant to **RCW 41.56**.
- 15.6** By mutual agreement between the Association Representative and the Mayor's Office or when that step is the lowest level at which a matter may be resolved, an Employee or the Association may initiate a Grievance at the Chiefs level.

ARTICLE XVI- SAVINGS CLAUSE & MISCELLANEOUS

- 16.1** It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of competent jurisdiction. In such event either party may request re-negotiations of such invalid provisions for the purpose of adequate and lawful replacement thereof; provided however, that such finding shall have no effect whatsoever on the balance of this Agreement.
- 16.2** **Definitions** – "Days" when used in this contract shall refer to "calendar days" unless otherwise specified.
- 16.3** **AVL:** When the Edmonds Police Department begins using Auto Vehicle Locator (AVL) technology in its vehicles which are operated by Edmonds Police Department members, the City agrees that it will not review and use AVL data with the intent of generating any complaints or internal investigations against an Edmonds Police member. AVL data may be used as corroborating evidence to prove or disprove allegations of misconduct made against an Edmonds Police member. Corroborating evidence is evidence which strengthens, adds to or confirms already existing evidence. AVL data shall not be used to monitor or evaluate an Edmonds Police member's performance without precipitating cause. AVL data will be used to

enhance officer safety and efficiency and is not intended to replace effective first-level supervisory practices, including knowledge of subordinates' activities on shift.

- 16.3.1 In the case of Edmonds Police members having assigned take home vehicles, the City shall comply with RCW 42.56.250 and must redact all identifiable information from a records request for AVL data that would disclose a member's residential location and/or address.

ARTICLE XVII. DURATION

- 17.1 This Agreement shall be effective January 1, 2014 and shall remain in full force until December 31, 2016 and shall remain in effect during the course of negotiations on a new Labor Agreement.

ARTICLE XVIII. ENTIRE AGREEMENT

- 18.1 The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of Collective Bargaining: The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as contained herein. Each party for the term of this Agreement specifically waives the Right to demand or to petition for changes herein or additions hereto.

CITY OF EDMONDS, WASHINGTON

By: Alvin D. Earl

DATE: 9.18.14

EDMONDS POLICE OFFICERS' ASSOCIATION

By: Steve Hansen

DATE: 9-17-14

ATTEST:

BY: S. Dry

DATE: 9-22-14

APPENDIX
"A" to the
AGREEMENT
by and between
CITY OF EDMONDS,
WASHINGTON
and the
EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Support Service Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and THE EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association.

Wages and benefits shall be retroactive for all employees who were employed by the city on the date this agreement is fully ratified by both parties, and any employee who was laid off, retired under the PERS system at normal retirement age, retired under the PERS system with an actuarially reduced retirement, or left employment due to disability. No employee who voluntarily left employment or was discharged for cause is eligible for retroactivity. For the purposes of this paragraph, retirement is defined pursuant to RCW 41.40.010(24).

- A.1** **Effective January 1, 2014**, the classification of work and the monthly rates of pay for each classification covered by this Agreement shall be increased across the board by 1.4%.
- A.1.1** **Effective January 1, 2015**, the wage scale shall be increased across-the-board by 90% of the Seattle CPI-W.
- A.1.2** **Effective January 1, 2016**, the wage scale shall be increased across-the-board by 90% of the Seattle CPI-W.

PAY GRADE CLASSIFICATION MONTHLY RATES OF PAY

<u>GRADE</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>STEP V</u>	<u>STEP VI</u>
NE-10*	4343	4436	4658	4890	5134	5390
NE-10	4300	4392	4612	4842	5083	5337
NE-9*	4129	4212	4427	4644	4875	5120
NE-9	4088	4171	4384	4598	4827	5069
NE-8	3908	3985	4183	4395	4610	4844
NE-7	3689	3761	3952	4148	4354	4574
NE-6	3469	3543	3715	3904	4098	4303

- A.1.3 Longevity Pay** – An Employee shall receive in addition to their monthly rate of pay set forth within **Section A.1**, monthly Longevity Pay in accordance with the following:

SENIORITY PAY

After 5 years
After 10 years
After 15 years

MONTHLY LONGEVITY PAY

1.5% of Employee's monthly rate of pay
3.5% of Employee's monthly rate of pay
5.5% of Employee's monthly rate of pay

- A.2 Classification and Pay Grades** - The classifications covered by this Agreement and their corresponding Pay Grades shall be as follows:

CLASSIFICATIONS

Crime Prevention Coordinator
Senior Animal Control/Ordinance Enforcement Officer
Animal Control/Ordinance Enforcement Officer
Domestic Violence Coordinator
Property Officer
Police Services Assistant
Administrative Assistant
Any part-time Employee for the above positions

PAY GRADES

NE-10
NE-10*
NE-9
NE-9*
NE-8
NE-7
NE-6
[hourly wage]

- A.2.1** The rates of pay set forth within **Section A.1** provide for the maximum time an Employee shall be employed in any one particular pay STEP. The Employer shall have the Right to place an Employee in any pay STEP set forth within **Section A. 1**, in which event, advancement of said Employee to each of the next higher pay STEPS shall be automatic upon completion of six (6) months in pay STEP I and/or twelve (12) months in each higher pay STEP.
- A.2.2 Generally**- Employees shall receive wages according to the six (6) STEP Pay Plan based upon longevity set forth in **Section A.1**. Each STEP (with the exception of the first STEP which represents six (6) months) represents one (1) full year of longevity with the Employer in a particular job classification.
- A.2.3 Longevity Increase** - Increases to the next higher STEP shall be made after an Employee is paid at a given pay STEP for one (1) full year. If the completion of such year occurs at other than the beginning of a semi-monthly pay period, the increase shall be effective at the beginning of the next semi-monthly pay period.
- A.2.4 Promotional/Upgrade Reclassification**- Promotion shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a higher Pay Grade. An Employee promoted from one classification to another shall be placed into the lowest pay Step of the higher classification which still provides for a monthly rate of pay five percent (5%) higher than that currently being received by the promoted Employee.
- A.2.5 Demotion/Downgrade Reclassification** - Demotion shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a lower Pay Grade. An Employee demoted from one classification to another shall be placed into the pay Step affording them the same number of months service time that they had prior to the demotion to the lower classification.
- A.2.6 Transfer Reclassification** - Transfer shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement in the same pay grade.

A.2.7 All Reclassifications pursuant to **Sections A.2.4; A.2.5 and A.2.6** shall be subject to a six (6) month probationary period.

A.3 **Tuition Reimbursement-** Employees shall be eligible for a reimbursement of up to forty dollars (\$40.00) per calendar quarter for tuition paid for a job-related course of instruction. If Department or Division rules require the completion of specified courses in order to qualify for promotion in the Department or Division, the Employer shall reimburse the Employee the full cost of tuition for such courses up to eighteen (18) credit hours per year. Reimbursement shall be made in either case only in the course of instruction is approved in advance by the Department Head or Mayor and the Employee received a grade point average of two (2) or higher. No reimbursement shall be made for any single course in which the Employee receives a grade less than C or grade point less than two (2), or equivalent. Such tuition reimbursement shall be refunded (by payroll deduction if possible) to the Employer if the Employee voluntarily terminates employment within one (1) year following completion of the course. In making such reimbursement, the Employer may use its own funds or funds from other governmental sources. If the City policy, regarding reimbursement rates, is increased during the term of this Agreement, then the reimbursement in the Agreement shall be increased accordingly.

A.4 **Accreditation Pay-** An Employee shall receive, in addition to the monthly rate of pay set forth within **Section A. 1**, monthly Accreditation Pay equal to one percent (1.0%) as long as the Department is recognized as an accredited agency by the Washington Association of Sheriffs and Police Chiefs or the Commission on Accreditation for Law Enforcement Agencies.

A. 5 **Public Disclosure Specialist-** The Public Disclosure Specialist position is to be classified as having an "**indeterminate rotation**" period. The designated position is not considered a permanent assignment and is subject to rotation at the discretion of the Chief of Police at the end of each annual review. In the absence of extenuating circumstances, candidates will be expected to serve a minimum of three (3) years in the assignment before voluntarily leaving. The Chief of Police will make the selection based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. The Public Disclosure Specialist position shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

An Employee who is regularly assigned Public Disclosure Specialist duties shall receive a two percent (2.0%) pay incentive while so acting in such capacity on a full time basis.

A.6 Effective January 1st 2014, the listed market adjustments will be made to the base wages of the following positions;

Senior Animal Control Officer	1.0% of Employee's monthly rate of pay
Property Officer	1.4% of Employee's monthly rate of pay
Domestic Violence Coordinator	1.0% of Employee's monthly rate of pay
Police Services Assistant	1.0% of Employee's monthly rate of pay
Administrative Assistant	1.3% of Employee's monthly rate of pay

APPENDIX "B"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Support Service Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and EDMONDS' POLICE OFFICERS' ASSOCIATION hereinafter referred to as the Association.

APPENDIX "B"

BILL OF RIGHTS

- B.1 Employee Rights:** It is agreed that the City has the Right to discipline, suspend, or discharge any Employee for just cause.
- B.2 Bill of Rights:**
- B.2.1** In an effort to ensure that investigations made by an Officer as designated by the Chief of Police of the Police Department are conducted in a manner which is conducive to good order and discipline, the Employees shall be entitled to the protection of what shall hereafter be termed as the "**Employee Bill of Rights.**"
- B.2.2** Every Employee who becomes the subject of an Internal Affairs (I/A) Investigation, as defined by department policy, shall be advised in writing at the time of the interview that they are suspected of:
- (a) Committing a criminal offense; or
 - (b) Misconduct that would be grounds for termination, suspension, or other economic sanction; or
 - (c) Not being qualified for continued employment with the Police Department (such as job competency or fitness for duty).
- B.2.3** Any Employee who becomes the subject of a criminal investigation shall have all Rights accorded by the State and Federal Constitutions and Washington State law.
- B.2.4** The Employee under investigation must, at the time of an interview, be informed of the name of the Officer in charge of the investigation and the name of the Officer who will be conducting the interview.
- B.2.5** Forty-eight (48) hours before an **Internal Affairs (IIA) Investigation** interview commences, any Employee who is the subject of an Internal Affairs Investigation shall be informed, in writing, of the nature of the investigation, that the Employee is considered a "**suspect**" in the investigation and shall include the following information:
- o Who is the complainant or the victim,

- o what reportedly took place, o
- when it happened,
- o and where it happened.

No forty-eight (48) hour notice is required for, Employees subject to Investigations that will not result in any economic sanction, e.g. a **Complaint Investigation**; however if the Employee requests to contact an Association Representative appropriate time will be allowed prior to the interview. Employees who are given a forty-eight (48) hour notification may waive that delay by signing a written waiver form.

No forty-eight (48) hour notice or Association Representation is required for an Employee listed as a "**witness**" in an I/A or for routine Supervisor/Subordinate inquiries that will not result in any economic sanction.

B.2.6 The interview of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigency of the interview dictates otherwise. Whenever practical, interviews shall be scheduled during the normal workday of the City.

B.2.7 At the cost of the requesting party and in accordance with Washington State Law, **RCW 9.73**, the Employee or City may request that an investigative interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the Employee under an investigation shall be provided an exact copy of any written statement the Employee has signed or, at the Employee's expense, a verbatim transcript of the interview.

B.2.8 The Employee may be required to answer any questions in an investigation and will be afforded all Rights and privileges to which he is entitled under the laws of the State of Washington or the United States. Prior to being ordered to respond to any question, the Employee will be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

Employees who are subject to a Criminal Investigation shall be advised of their Miranda Rights.

B.2.9 Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. Written notice shall be provided forty-eight (48) hours prior to any **Investigative** (IIA) interview subject to the notice requirements of **Section 8.2.2**. As noted in **Section 8.2.2** the Employee may provide a

written waiver of the forty-eight (48) hour requirement. The Employee shall be afforded an opportunity and facilities to contact and consult with their Association Representative before being interviewed if requested. The Employee may be represented by the Association Representative to the extent permitted by law. The Employee shall be entitled to such reasonable intermissions as the Employee shall request for personal necessities, meals, telephone calls, consultation with their Representative, and rest periods.

B.2.10 The Employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a way to obtain the resignation of said Employee nor shall the Employee be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said Employee as an inducement to answer questions.

B.2.11 Investigations shall be concluded within a reasonable period of time as defined in Section 26.1.4 of the Department Policy Manual. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a pre-disciplinary hearing, the Employee shall be advised of the results of the investigation and the potential disposition (which may include a range of possible discipline) and shall be provided a copy of the investigatory file. In the event an investigation is sustained but no discipline is to be imposed because it was not completed within established timelines, the Employee is still entitled to a Louder mill hearing and appeal process.

B.2.12 All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information which is developed during the course of the investigation.

B.2.13 No Employee shall be requested or required to submit to a polygraph test or to answer questions for which the Employee might otherwise properly invoke the protection of constitutional amendment against self-incrimination, except as required pursuant to **Section B.2.8**. Nor shall any Employee be dismissed for or shall any other penalty be imposed upon the Employee solely for a failure to submit to a polygraph test or to answer questions for which the Employee might otherwise invoke the protection of any constitutional amendment against self-incrimination; and provided further that this provision shall not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking promotion.

Should any section, subsection, paragraph, sentence, clause or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.

NOTE: For Employees with Special Commissions involved in a "use of force" type incident, please refer to **Section 15.2**.